

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
NORTHERN DIVISION**

OUTSIDE LEGAL COUNSEL PLC,

Plaintiff,

Case No.: 13-cv-13231  
Honorable Thomas L. Ludington

v.

DANIEL J. RUBIN and  
JUSTDROPPED.COM, INC

Defendants

/

**CONSENT JUDGMENT AND FINAL ORDER**

**Introduction**

1. Plaintiff OUTSIDE LEGAL COUNSEL PLC, a Michigan professional limited liability company, initiated this action against Defendant DANIEL J. RUBIN, an adult resident of the State of Florida, and Defendant JUSTDROPPED.COM, INC, a Florida corporation, alleging violations of the *Anti-Cybersquatting Protection Act of 1999*, 15 U.S.C. § 1125(d) (hereinafter the “Act”). In lieu of litigation on this matter and for terms incorporated herein, the parties consent to the entry of this Consent Judgment.

**Jurisdiction**

2. This Court has subject matter jurisdiction over the claims arising under federal law pursuant to 28 U.S.C. §§ 1331 and 1338 because Plaintiff alleges violations of the Act.

3. The parties agree that venue is proper with this Court.

**Factual Basis of the Consent Judgment**

4. Plaintiff is the owner of the service mark “Outside Legal Counsel” within the state of Michigan.

5. On July 19, 2013, Defendant RUBIN purchased the domain name OUTSIDELEGALCOUNSEL.COM without knowledge or understanding of Plaintiff’s service-mark.

6. Today, Defendant RUBIN is the registrant of the domain name OUTSIDELEGALCOUNSEL.COM.

7. Defendants, through its agents, contacted Plaintiff with the hope and expectation to transfer registration of the domain name OUTSIDELEGALCOUNSEL.COM to Plaintiff for payment of a fee.

8. Plaintiff filed the instant action on July 28, 2013 and the Court Clerk issued summonses on July 29, 2013.

9. The parties have conferred by telephone and have agreed to resolve the claims without a judicial determination or any admission of liability by Defendants.

10. Defendants assert that they did not intend, by the action(s) of registering the OUTSIDELEGALCOUNSEL.COM domain name on or before July 19, 2013, to violate Plaintiff's service mark.

11. To avoid the burden and expense of appearing to answer Plaintiff's complaint, and to avoid the burden, expense, and uncertainty of further litigation, the parties have agreed, after negotiations, to compromise their respective positions and to fully and finally resolve their dispute on the terms and conditions set forth herein; and the parties have stipulated to the entry of this Consent Judgment.

### **Terms of Consent Judgment**

12. Within thirty (30) days of entry of this Consent Judgment, Defendants will transfer the registration/ownership and will complete the transfer of the registration/ownership of the domain name "OUTSIDELEGALCOUNSEL.COM" to Plaintiff and relinquish any rights to said domain name to Plaintiff.

13. Defendants, individually and collectively including their officers, agents, servants, employees, attorneys, successors, heirs, and assigns, and all those persons in active concert or participation with them or acting on their behalf who receive notice of this Consent Judgment, are hereby permanently enjoined from the following acts:

- a. using, attempting to use, or causing to be used the service mark OUTSIDE LEGAL COUNSEL or any other variation confusingly similar to the mark OUTSIDE LEGAL COUNSEL, including but by no means limited to the names "OUTSIDELEGALCOUNSEL.com," in commerce, either through the Internet or any other medium now known or that may be developed in the future;
- b. using, attempting to use, owning, or causing to be used in an Internet domain name, including but not limited to, registering, attempting to register, or causing to be registered, either directly or through others, the service mark OUTSIDE LEGAL COUNSEL or any other variations confusingly similar to the mark OUTSIDE LEGAL COUNSEL, or likely to cause dilution of the mark OUTSIDE LEGAL COUNSEL, or likely to cause injury to Plaintiff's business reputation in connection with any activity on the Internet or in any other medium;
- c. listing, printing, posting, indexing, linking, storing, or otherwise associating, either directly or through other entities, any of defendants' website(s) containing

the mark OUTSIDE LEGAL COUNSEL or any other variations confusingly similar to the mark OUTSIDE LEGAL COUNSEL, or likely to cause dilution of the mark OUTSIDE LEGAL COUNSEL, or likely to cause injury to Plaintiff's business or its business reputation in connection with any activity in any form, including, but not limited to, visible, invisible, encrypted, searchable, or non-searchable forms, within websites, webpages, homepages, Internet sites, Internet pages, database programs, or any other storage means, either temporary or permanent, on the Internet or any other medium;

- d. operating a web site using the service-mark OUTSIDE LEGAL COUNSEL or any confusingly similar variation thereof, in text or a domain name intended to, or having the effect of, diverting traffic from Plaintiff's website(s), including but not limited to the domain name "OUTSIDELEGALCOUNSEL.COM."
- e. using the service-mark OUTSIDE LEGAL COUNSEL or any other variations thereof in website text, in website metatags, in Internet search engine registrations, in Internet banner advertisements or in any other manner now known or later developed on the Internet or any other medium; and
- f. otherwise engaging in acts, either directly or through other entities, of dilution of Plaintiff's marks;

14. Except as consented herein, Plaintiff will relinquish its statutory remedies under the Act, if any, against Defendants in relation to the claims made by Plaintiff, including statutory damages up to \$100,000.00 and any award of reimbursement of attorney fees, except for the enforcement of this Consent Judgment as provided herein.

15. The parties submit themselves to the jurisdiction of this Court for enforcement of this Consent Judgment.

16. Should Defendants, individually or collectively including their officers, agents, servants, employees, attorneys, successors, heirs, and assigns, and all those persons in active concert or participation with them or acting on their behalf who receive notice of this Consent Judgment, violate the terms of this Consent Judgment, the Court shall award actual fees and costs in enforcing this Consent Judgment, including an award of actual and reasonable attorney fees.

17. The parties have the legal power and authority to stipulate to the entry of this Consent Judgment.

18. The parties have determined that the terms of the Consent Judgment are fair, adequate and reasonable.

19. The Court finds that the Consent Judgment is fair, adequate, and reasonable and consistent with the public and Plaintiff's interests.

20. Except as expressly set forth above in the Factual Basis of the Consent Judgment, this Consent Judgment shall not be construed as an admission of any factual allegation in the complaint, as amended; neither is this Consent Judgment an admission of liability.

21. This Consent Judgment fully adjudicates all of the claims and causes of action in this matter, including those pleaded and which could have been pleaded under the Act, and constitutes the final order of the Court.

22. This Consent Judgment may be amended only by agreement of the parties and approval by the Court.

23. Except for future actions to enforce this Consent Judgment, each party shall bear its own costs, and there is no award of attorney fees.

APPROVED AS TO FORM:

/s/ Philip L. Ellison \_\_\_\_\_ Date: 07/29/2013  
Outside Legal Counsel PLC  
by Philip L. Ellison, its managing member

See attached signature page \_\_\_\_\_ Date: \_\_\_\_\_  
Daniel J. Rubin

See attached signature page \_\_\_\_\_ Date: \_\_\_\_\_  
JustDropped.com, Inc  
by Daniel J. Rubin, its president

It is so ORDERED.

Dated: July 30, 2013

s/Thomas L. Ludington  
THOMAS L. LUDINGTON  
United States District Judge

**PROOF OF SERVICE**

The undersigned certifies that a copy of the foregoing order was served upon each attorney or party of record herein by electronic means or first class U.S. mail on July 30, 2013.

s/Tracy A. Jacobs  
TRACY A. JACOBS

20. Except as expressly set forth above in the Factual Basis of the Consent Judgment, this Consent Judgment shall not be construed as an admission of any factual allegation in the complaint, as amended; neither is this Consent Judgment an admission of liability.

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23. Except for future actions to enforce this Consent Judgment, each party shall bear its own costs, and there is no award of attorney fees.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

Honorable Thomas L. Ludington  
US District Court Judge

APPROVED AS TO FORM:

Outside Legal Counsel PLC  
by Philip L. Ellison, its managing member

  
Daniel J. Rubin

  
JustDropped.com, Inc  
by Daniel J. Rubin, its president

Date: \_\_\_\_\_

Date: 7-29-13

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